IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, COURT – 1, AHMEDABAD

ITEM No. 303- IA/930(AHM)2026
In
CP(IB) 14 of 2018

Under Sec 60(5) r/w Sec 5(13), 14(2A), 30(2)(A) & 53(1) (A) of IBC,2016

IN THE MATTER OF:

Mrs. Megha Agrawal RP of Wind World (India) Infrastructure Pvt. Ltd.

........Applicant

V/s

Mr. Ravi Sethia RP of Wind World (India) Limited & Anr

....Respondents

Order delivered on: 27/07/2026

C O R A M:

MR. SHAMMI KHAN, HON'BLE MEMBER (J)
MR. SANJEEV SHARMA, HON'BLE MEMBER (T)

O R D E R
(Hybrid Mode)

The case is fixed for pronouncement of order. The order is pronounced in the open court, vide separate sheet.

-Sd- -Sd-

SANJEEV SHARMA
MEMBER (TECHNICAL)

SHAMMI KHAN
MEMBER (JUDICIAL)

BEFORE THE ADJUDICATING AUTHORITY
NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, COURT-I, AHMEDABAD

IA/930(AHM)2026
In
CP(IB) 14 of 2018

(Application under Section 60 (5) read with Section 5(13) Section 14(2A), Section 30(2)(a) and Section 53(1)(a) of the Insolvency and Bankruptcy Code, 2016)

MEMO OF PARTIES

Mrs. Megha Agrawal
Resolution Professional of
Wind World (India) Infrastructure Private Limited
Having office at:
001, Shivranjini Apartments,
in Circle of Congress 'Nagar Garden,
Congress Nagar, Nagpur- 440012

.... Applicant

VERSUS

1. **Mr. Ravi Sethia**
   Resolution Professional of
   Wind World (India) Limited
   Having office at:
   Building No. 10, 8th Floor,
   Tower C DLF Cyber City,
   Phase II, Gurgaon, Haryana,
   India, 122002

2. **Committee of Creditors of**
   Wind World (India) Limited
   Through India SME Asset Reconstruction Company
   Having office at:
   The Ruby, 11th Floor,

North-West Wing, Plot No. 29,
Senapati Bapat Marg; Dadar (West),
Mumbai- 400028

.... **Respondents**

Order Pronounced On: 27.07.2026

C O R A M :

SH. SHAMMI KHAN, HON'BLE MEMBER (JUDICIAL)
SH. SANJEEV SHARMA, HON'BLE MEMBER (TECHNICAL)

A P P E A R A N C E :

For the Applicant	:	Mr. Abhilash Chaudhary, Adv.
For the Respondents	:	Ms. Neha Naik, Adv. for R-1/RP Mr. Jaimin Dave, Adv. a. w. Ms. Hirva Dave. Adv. for R-2/CoC

O R D E R
(*Per*: Bench)

1. This application has been filed on 15.06.2026 (through e-mode) by **Mrs. Megha Agrawal RP of Wind World (India) Infrastructure Pvt. Ltd.**, (hereinafter as, "the **Applicant**") under Section 60 (5) read with Section 5(13) Section 14(2A), Section 30(2)(a) and Section 53(1)(a) of the Insolvency and Bankruptcy Code, 2016 seeking following reliefs: -

a. Pending the hearing and final disposal of the present Application:

i. *Pass an order or direction quantifying the total amount of IRP Costs taking into account the existing contractual arrangements between WWIL and WWIIPL, in accordance with applicable laws;*

ii. *Pass an order directing Respondent No.1 to provide the complete details of peak capacity utilization including the time-period from which peak capacity utilization commenced;*

iii. *Pass an order directing the Respondent to pay such amount of facility usage charges during the CIRP of WWIIPL, on current basis, without restricting the same to the interim payment arrangement of INR 2 Crores per month basis the determination of this Hon'ble Tribunal pursuant to the peak capacity utilization details provided by the Respondent;*

iv. *Pass an order directing that WWIIPL's claim of facility usage charges payable as IRP Costs (including the amount of INR 180 Crores, which is 'already acknowledged by WWIL) and such other amount as this Hon'ble Tribunal may determine – be earmarked and retained in the resolution plan for WWIL to secure the IRP Costs payable to WWIIPL;*

b. *Pass an order directing the resolution professional of WWIL (Respondent No.1 herein) and the CoC of WWIL (Respondent No.2 herein) that no resolution plan be considered and voted upon, unless it makes express and* *adequate provision for payment of facility usage charges payable by WWIL to WWIIPL for the CIRP of WWIL, in full and in priority as IRP Costs, including the amount of INR 180 Crores being the amount which WWIL' has itself unilaterally sought to set off towards facility usage charges, and such other amount of facility usage charges as may be determined as IRP cost by this Hon'ble Tribunal;*

c. *Pass an order directing the Respondent to make immediate payment of amounting to INR 180 Crores (being the portion of the Applicant's claim towards IRP Costs of the Corporate Debtor for the period April 2018 to 6 October 2025 which is already acknowledged by WWIL and without prejudice to the claim of the Applicant to the balance amounts as already demanded by WWIIPLto WWIL or such other amount as may be determined by this Hon'ble Tribunal as facility usage charges) as IRP costs of the Corporate Debtor to WWIIPL;*

d. *In the alternative and without prejudice to the above reliefs, pass an order directing that if the resolution plan in the CIRP of WWIL is approved its CoC and a plan approval application is filed before this Hon'ble Tribunal pursuant thereto, the RP of WWIIPL be impleaded as an intervening party therein;*

e. *Pass such other orders in the facts and circumstances of the present case, as may be deemed fit by this Hon'ble Tribunal.*

2. The Applicant has placed the facts through the I.A. and documents in the following manner: -

2.1. It is submitted that Wind World India Limited (WWIL) and Wind World India Infrastructure Private Limited (WWIIPL) executed a Facility Use Agreement dated 28.12.2007, as amended from time to time, whereby WWIL was permitted to utilise the power evacuation and sub-station facilities owned by WWIIPL. The said facilities continued to be utilised by WWIL throughout its Corporate Insolvency Resolution Process for operating the Corporate Debtor as a going concern.

2.2. It is submitted that CIRP against WWIL commenced on 20.02.2018 pursuant to admission of an application under Section 7 of the Code filed by IDBI Bank by this Tribunal. Although the admission order was challenged before the Hon'ble NCLAT by Brig. Vikram Singh, the CIRP continued. Thereafter, despite continuous utilisation of WWIIPL's facilities from April 2018 to 06.10.2025, the corresponding Facility Usage Charges remained unpaid.

2.3. It is submitted that in the 14th Committee of Creditors meeting of WWIL held on 23.12.2019, the CoC declined to approve payment of sub-station/facility usage charges to WWIIPL, as the proposed resolution received only 41.64% voting share. Consequently, the Resolution Professional of WWIL stopped making payments of Facility Usage Charges from April 2018 onwards, notwithstanding the continued use of the facilities by WWIL.

2.4. It is submitted that IREDA filed I.A. No. 51 of 2021 before this Tribunal seeking a direction to the Resolution Professional of WWIL for payment of Facility Usage Charges as IRP Costs payable to WWIIPL. Subsequently, in November 2024, WWIL filed I.A. No. 1826 of 2024, inter alia, seeking permission to set off the Facility Usage Charges payable to WWIIPL against its own claims and for consequential reliefs concerning the Facility Use Agreement.

2.5. It is submitted that CIRP against WWIIPL commenced on 07.10.2025 before the NCLT, Mumbai, whereupon the Applicant came to be appointed as the Resolution Professional of WWIIPL. During the 2n CoC Meeting of WWIIPL held on 17.11.2025, the Applicant became aware that WWIL had discontinued payment of Facility Usage Charges since April 2018.

2.6. It is submitted that upon assuming office, the Applicant addressed emails dated 17.11.2025, 18.11.2025, 19.11.2025 and 25.11.2025 to the Resolution Professional of WWIL enclosing invoices for Facility Usage Charges pertaining to the period April 2018 to 06.10.2025, together with invoices raised during the CIRP of WWIIPL from 07.10.2025 onwards. Revised invoices along with updated workings under the Facility Use Agreement were further forwarded on 28.11.2025.

2.7. It is submitted that WWIL filed its claims in Form B and Form C on 21.11.2025 in the CIRP of WWIIPL after unilaterally adjusting the Facility Usage Charges against the amount claimed by it. The Applicant thereafter repeatedly sought documents for verification of the said claims through communications dated 27.11.2025, 28.11.2025, 11.12.2025, 16.12.2025 and 12.02.2026, besides requesting clarification regarding the unilateral set-off adopted by WWIL. However, no satisfactory response was furnished by the Respondent.

2.8. It is submitted that this Tribunal, by Order dated 18.02.2026 passed in I.A. No. 1826 of 2024, categorically held that the Facility Usage Charges payable by WWIL to WWIIPL during the CIRP period constitute IRP Costs within the meaning of Section 5(13) of the Code and are required to be paid in priority under Sections 30(2)(a) and 53 of the Code. The

Tribunal further directed continuation of the interim payment arrangement of Rs.2,00,00,000/- per month, without prejudice to the rights and contentions of the parties, and observed that the quantification and reconciliation of such IRP Costs would be subject to verification in accordance with law.

2.9. It is submitted that despite the aforesaid findings, Respondent No.1 had already unilaterally sought to set off an amount of Rs.180 Crores representing Facility Usage Charges against its alleged claim towards project advances of approximately Rs.167 Crores. The Applicant, by emails dated 11.12.2025, 16.12.2025 and 12.02.2026, sought the rationale and supporting documents for such unilateral adjustment, but the Respondent failed to furnish the requisite clarification.

2.10. It is submitted that by communication dated 25.02.2026, the Applicant informed Respondent No.1 that Facility Usage Charges accruing after the Insolvency Commencement Date constitute going concern dues payable during CIRP and cannot be withheld or adjusted against alleged pre-CIRP claims. In response, Respondent No.1, by email dated 27.02.2026, forwarded certain documents while stating that several relevant records, including bank statements relating to the alleged advances, were still unavailable. The Applicant, by email dated 14.03.2026, again requested all supporting documents for completion of verification. Respondent No.1 thereafter, by email dated 05.04.2026, supplied certain bank statements for the period 2010-2018 and reiterated its claim of set-off of Rs.180 Crores. The Applicant, by email dated 21.04.2026, denied the permissibility of such set-off, reiterated that there existed no contractual right permitting such adjustment, and asserted that at least Rs.180 Crores stood admittedly payable by WWIL as Facility Usage Charges without any deduction or adjustment.

2.11. It is submitted that pursuant to the order dated 18.02.2026, the Applicant also issued a Demand Notice dated 17.03.2026 calling upon Respondent No.1 to pay Rs.489,95,38,831/- towards IRP Costs within three days, failing which the Applicant would pursue appropriate legal remedies. The Respondent, however, by Reply dated 30.03.2026, refused payment on the ground that the amount had not yet been quantified or reconciled.

2.12. It is submitted that in the meantime, the Committee of Creditors of WWIL approved a Resolution Plan, pursuant to which I.A. (Plan) No. 7 of 2026 was filed before this Tribunal. However, by Order dated 11.05.2026, this Tribunal remitted the Resolution Plan back to the Resolution Professional of WWIL for reconsideration and revision in light of the decision rendered in I.A. No. 425(AHM)/2026, whereupon the Plan Approval Application came to be disposed of.

2.13. It is submitted that during the 12th CoC Meeting of WWIIPL held on 13.05.2026, the Committee deliberated upon the aforesaid order and resolved that the Applicant should seek clarification from the Resolution Professional of WWIL regarding the provision made in the revised Resolution Plan towards payment of IRP Costs. Pursuant thereto, the Applicant addressed a communication dated 15.05.2026 requesting incorporation of express and adequate provision for payment of Facility Usage Charges as IRP Costs in the revised Resolution Plan and requesting that the communication be placed before the CoC of WWIL. Respondent No.1, by email dated 18.05.2026, contended that the liability remained disputed and sub judice before the NCLT, Mumbai. The Applicant refuted the said contention through its reply dated 20.05.2026.

2.14. It is submitted that despite repeated communications and the binding findings recorded by this Tribunal recognising Facility Usage Charges as IRP Costs, Respondent No.1 failed to confirm that the revised Resolution Plan contained adequate provision for payment thereof. Accordingly, the Applicant has been constrained to approach this Tribunal seeking directions to secure and enforce payment of the IRP Costs payable by WWIL to WWIIPL in accordance with the statutory priority contemplated under Sections 30(2)(a) and 53 of the Insolvency and Bankruptcy Code, 2016.

2.15. It is further submitted that the infrastructure provided by WWIIPL has continuously been utilised by WWIL for evacuation and transmission of power, which has already been recognised by this Tribunal as essential for maintaining WWIL as a going concern, thereby attracting the provisions of Section 14(2A) of the Code and entitling the Applicant to payment of the corresponding dues in priority.

3. In compliance of order dated 16.06.2026, the R-1/RP filed its Affidavit-of-Reply on 17.06.2026 vide Inward No. D-4930 stating the following: -

3.1. It is submitted that WWIL and WWIIPL had entered into various Facility Use Agreements, commencing with the agreement dated 28.12.2007 for utilisation of 597.6 MW capacity, which was amended on 21.03.2011. Thereafter, another agreement dated 27.12.2010 for utilisation of 1102 MW capacity was amended on 02.09.2011 enhancing the capacity to 1215.5 MW and was further amended on 27.03.2012. Additional agreements were executed on 28.07.2012 for utilisation of 400 MVA capacity and on 12.08.2013 for utilisation of 562 MVA capacity. Reference is also made to the Master Understanding dated 07.03.2012 and the Amendment Agreement dated 05.09.2015, culminating in a comprehensive Memorandum of Understanding dated 05.08.2016, under which the parties agreed that the Facility Usage Charges would be payable at the rate of Rs.2 Crores per month plus applicable service tax, and no subsequent agreement altering the said arrangement was executed.

3.2. It is submitted that apart from the Facility Use Agreement, WWIL and WWIIPL also executed a separate Memorandum of Understanding dated 02.08.2010, whereby WWIL agreed to extend financial advances to WWIIPL carrying interest at the rate of 9.5% per annum. Pursuant thereto, advances were periodically disbursed by WWIL during the period 2010 to 2018 to meet the operational requirements of WWIIPL.

3.3. It is submitted that under the erstwhile management, the Facility Usage Charges raised by WWIIPL were consistently adjusted against the advances extended by WWIL, and such arrangement continued until the commencement of CIRP of WWIL on 20.02.2018. It is further submitted that after commencement of CIRP, WWIIPL ceased raising invoices towards Facility Usage Charges and, consequently, Respondent No.1 created accounting provisions for such contractual liability in accordance with Indian Accounting Standard (Ind AS-37).

3.4. It is submitted that in view of the absence of invoices and in order to continue the historical arrangement between the parties, WWIL filed I.A. No.1826 of 2024 before this Tribunal seeking, inter alia, permission to adjust and set off the Facility Usage Charges against the advances already paid to WWIIPL, placing on record the long-standing accounting practice followed between the parties till the year 2018.

3.5. It is submitted that this Tribunal, by order dated 18.02.2026 passed in I.A. No.1826 of 2024, held that Facility Usage Charges accruing from 20.02.2018 constitute CIRP Costs payable in priority under Sections 30(2)(a) and 53 of the Code. However, the Tribunal expressly directed that the quantification and reconciliation of such charges shall remain subject to verification in the CIRP of WWIIPL. The Tribunal further declined to adjudicate the issue of set-off on merits, leaving the questions relating to admissibility, legality, quantum and adjustment of the claims to be independently examined by the Resolution Professional of WWIIPL and, if necessary, by the NCLT, Mumbai.

3.6. It is submitted that pursuant to the aforesaid liberty, WWIL submitted its Form B claim on 21.11.2025 before the Resolution Professional of WWIIPL claiming Rs.113,32,19,049/-, after adjusting Facility Usage Charges amounting to Rs.180,45,16,129/- against the advances and contractual interest allegedly payable by WWIIPL, while specifically seeking recognition of such adjustment in accordance with the historical arrangement followed between the parties.

3.7. It is submitted that the Resolution Professional of WWIIPL, by email dated 21.04.2026, rejected the claim for adjustment and set-off without carrying out reconciliation of accounts or verification of the historical transactions, while also failing to communicate any decision on the remaining claim relating to advances extended by WWIL. It is contended that the rejection was affected without considering the financial statements, ledger accounts, chartered accountant certificates and other documents demonstrating the historical practice of adjustment followed between the parties.

3.8. It is submitted that Respondent No.1 has contended that the Applicant failed to comply with the directions contained in the order dated 18.02.2026, inasmuch as no exercise of reconciliation or quantification was undertaken before rejecting the claim. It is further contended that the Applicant also ignored the fact that no Facility Usage Charges had been claimed by WWIIPL during the period from April 2018 to October 2025, as reflected in the financial statements of WWIIPL, and rejected the claim without assigning cogent reasons.

3.9. It is submitted that Respondent No.1 has further contended that the order dated 18.02.2026 merely determines the legal character of Facility Usage Charges as CIRP Costs and does not constitute a determination regarding the liability or quantum payable. According to Respondent No.1, the amount, if any, payable can only be determined after reconciliation of accounts and adjudication of the competing claims, and it remains open that the Facility Usage Charges may stand wholly or partly discharged, adjusted or set off against the advances extended by WWIL.

4. In compliance of order dated 16.06.2026, the R-2/CoC filed its Affidavit-of-Reply on 18.06.2026 vide Inward No. D-4931 stating the following: -

4.1. It is submitted that the present Application is misconceived, premature and not maintainable as the inter se disputes between WWIL and Wind World (India) Infrastructure Private Limited ("WWIIPL") are already pending adjudication before NCLT, Mumbai, where the CIRP of WWIIPL is underway. It is contended that the Applicant, despite being fully aware of the findings recorded by this Adjudicating Authority in its order dated 18.02.2026, has filed the present Application seeking substantially the same reliefs, which amounts to multiplicity of proceedings and abuse of the process of law.

4.2. It is submitted that WWIL is engaged in the business of developing, operating and maintaining wind turbine generators for its customers and, for evacuation of electricity generated by such wind turbines, utilised the sub-station infrastructure owned by WWIIPL under various Facility Use Agreements. The initial Facility Use Agreement dated 28.12.2007 was modified from time to time and was subsequently supplemented by a Memorandum of Understanding dated 05.08.2016, whereby WWIL agreed to pay consolidated Facility Usage Charges of Rs.2 Crores per month with effect from July 2016.

4.3. It is further submitted that WWIL and WWIIPL had also executed a separate Memorandum of Understanding dated 02.08.2010, whereby WWIL agreed to extend financial advances to WWIIPL carrying interest at the rate of 9.5% per annum. Pursuant thereto, WWIL advanced various sums to WWIIPL over a period of time and, as reflected in the books of accounts and audited financial statements of WWIIPL for FY 2017-18 and FY 2023-24, the outstanding advances aggregated to approximately Rs.167 Crores.

4.4. It is also submitted that WWIL had separately extended Subordinate Debt of Rs.199 Crores to WWIIPL pursuant to financing arrangements with IDBI Bank, Edelweiss Asset Reconstruction Company Limited and IREDA, which stood reflected independently from the advances.

4.5. It is submitted that, prior to commencement of CIRP, the erstwhile management of WWIL and WWIIPL consistently followed the practice of adjusting the Facility Usage Charges against the advances extended by WWIL. Such adjustment was carried out upon issuance of tax invoices by WWIIPL and corresponding ledger entries were passed instead of actual cash payments. The said accounting treatment was consistently reflected in the books of both companies and acknowledged in their audited financial statements.

4.6. It is submitted that CIRP of WWIL commenced on 20.02.2018 pursuant to admission of CP (IB) No. 14 of 2018 under Section 7 of the Insolvency and Bankruptcy Code, 2016. Thereafter, WWIIPL did not raise invoices towards Facility Usage Charges. During the 14th Meeting of the Committee of Creditors, the erstwhile Resolution Professional placed an agenda for payment of Rs.2 Crores per month towards Facility Usage Charges in compliance with Section 28(1)(f) of the Code; however, the proposal received only 41.64% voting share, and consequently no payments were approved by the CoC.

4.7. It is submitted that, in the absence of invoices and in view of the CoC's decision, the erstwhile Resolution Professional of WWIL created accounting provisions towards the contractual Facility Usage Charges in accordance with Indian Accounting Standard (Ind AS-37) under the head "Provision for Outstanding Expenses – WWIIPL", while maintaining that such amounts continued to be adjustable against the advances historically extended to WWIIPL.

4.8. It is submitted that an independent Chartered Accountant was appointed by the Resolution Professional of WWIL to reconcile the inter-company accounts between WWIL and WWIIPL. Upon examination of the books of accounts and ledger entries of both entities, the Chartered Accountant issued a Certificate dated 17.12.2025, confirming that the historical practice of adjusting Facility Usage Charges against the advances was correctly reflected in the books and that the reconciliation undertaken by the Resolution Professional was consistent with the underlying financial records.

4.9. It is submitted that disputes subsequently arose when attempts were made during the CIRP of WWIIPL to disturb or terminate the Facility Use Agreement, which was essential for maintaining WWIL as a going concern. The dispute travelled before this Adjudicating Authority, the Hon'ble NCLAT and ultimately the Hon'ble Supreme Court. By Order dated 18.10.2024 passed in Civil Appeal No.11036 of 2024, the Hon'ble Supreme Court permitted the Resolution Professional of WWIL to approach this Adjudicating Authority for appropriate relief to ensure that the Facility Use Agreement remained operational. Pursuant thereto, I.A. No.1826 of 2024 came to be filed before this Tribunal.

4.10. It is submitted that this Tribunal, by its Order dated 18.02.2026 in I.A. No.1826 of 2024, held that Facility Usage Charges constitute CIRP Costs payable in priority; however, the Tribunal expressly directed that issues concerning reconciliation of accounts, adjustment of advances, set-off and quantification of liability shall be examined by the Resolution Professional of WWIIPL and, if necessary, adjudicated by the NCLT, Mumbai. It is therefore contended that the present Application seeks to reopen issues already concluded by the said order and is not maintainable.

4.11. It is finally submitted that the Resolution Plan of WWIL has been considered by the Committee of Creditors after due deliberation and in accordance with the provisions of the IBC, 2016. The CoC has acted strictly within its commercial wisdom and in compliance with the directions of this Adjudicating Authority. Accordingly, it is prayed that the present Application, being devoid of merits and constituting an abuse of the process of law, deserves to be dismissed with exemplary costs.

5. In compliance with order dated 18.06.2026, the Applicant filed its Affidavit-of-Rejoinder on 22.06.2026 vide Inward No. D-5072 stating the following: -

5.1. It is submitted that the Respondents have failed to address the principal issue regarding determination of the Facility Usage Charges payable by WWIL to WWIIPL. It is contended that under the Amendment Agreement/Memorandum of Understanding dated 05.08.2016, the Facility Usage Charges were fixed at Rs.2 Crores per month only till the sub-stations operate at peak capacity, and upon achievement of peak capacity, the charges prescribed under the original Facility Use Agreement dated 28.12.2007, as amended from time to time, become applicable. It is further submitted that the Respondents have neither disclosed whether peak capacity has been achieved nor furnished any operational data, metering records or capacity utilisation details in support of their contention that only Rs.2 Crores per month is payable.

5.2. It is submitted that this Adjudicating Authority, while passing the order dated 18.02.2026 in I.A. No.1826 of 2024, had recorded that the lump sum charge of Rs.2 Crores per month was based upon the assumption of peak capacity utilisation and performance of WWIIPL's obligations. According to the Applicant, the Respondents have deliberately withheld the relevant operational data despite the judicial recognition of the conditional nature of the said arrangement.

5.3. It is submitted that WWIL is in exclusive operational control, use and maintenance of the sub-stations under the Facility Use Agreement and possesses all relevant operational records, including evacuation load, sub-station-wise utilisation, transmission load records, metering data and grid injection reports. It is contended that as of September 2024, approximately 3,103.90 MW of renewable power was being evacuated through the infrastructure of WWIIPL and, based on the operational information available with the

Applicant, the facilities are operating beyond 100% average capacity, which has not been disputed by the Respondents.

5.4. It is submitted that the Applicant has sought, at the minimum, earmarking of Rs.180 Crores towards admitted Facility Usage Charges, while reserving its claim for any additional amount that may become payable upon determination of the actual peak capacity utilisation based on the operational data exclusively available with WWIL.

5.5. It is submitted that this Adjudicating Authority, by its order dated 18.02.2026 in I.A. No.1826 of 2024, has already held that the Facility Usage Charges constitute Insolvency Resolution Process Costs (IRP Costs) under Sections 5(13) and 20 of the Insolvency and Bankruptcy Code, 2016 and are payable in priority under Sections 30(2)(a) and 53(1)(a) of the Code.

5.6. It is alleged that despite the said determination, the Respondents have failed to make adequate provision for such IRP Costs in the Resolution Plan and have wrongly contended that the Applicant's claim remains uncrystallised despite having themselves acknowledged liability to the extent of Rs.180 Crores while claiming set-off.

5.7. It is submitted that the Respondents are precluded from re-agitating the issue of set-off in the present proceedings. It is contended that, pursuant to the liberty granted by this Adjudicating Authority in its order dated 18.02.2026, the Applicant, by communication dated 21.04.2026, rejected the Respondents' claim for set-off by assigning detailed reasons. Since the said rejection has not been set aside or modified by any competent forum, the admitted liability of Rs.180 Crores towards Facility Usage Charges continues to subsist and is liable to be paid as IRP Costs.

5.8. It is further submitted that immediately upon commencement of CIRP of WWIIPL pursuant to the admission order dated 07.10.2025, the Applicant repeatedly sought operational and financial information from the Resolution Professional of WWIL. Emails dated 31.10.2025, 03.11.2025 and 04.11.2025 sought details of Facility Usage Charges paid from 20.02.2018 onwards and particulars of pending proceedings concerning WWIIPL.

5.9. Thereafter, pursuant to the discussions held in the 1st Committee of Creditors Meeting of WWIIPL on 06.11.2025, further communications dated 06.11.2025, 07.11.2025, 08.11.2025, 10.11.2025 and 13.11.2025 requested details regarding customers using the sub-stations, copies of Facility Use Agreements, substation-wise capacity allocation, utilisation data and copies of all proceedings concerning WWIIPL. In response, WWIL, by communications dated 04.11.2025, 14.11.2025 and 17.11.2025, merely stated that the issue of Facility Usage Charges was pending in I.A. No.1826 of 2024, assured that information would be furnished in due course and confirmed that WWIL alone was utilising the sub-stations, without supplying the operational data necessary for determining peak capacity utilisation.

5.10. It is submitted that the Respondents have deliberately failed to disclose material operational information which is exclusively within their possession and have relied solely upon the reduced contractual charge of Rs.2 Crores per month without demonstrating that the sub-stations had not attained peak capacity. It is therefore contended that the Replies are evasive, unsupported by documentary evidence and liable to be rejected, and the Applicant reiterates the reliefs sought in the Interlocutory Application.

6. In compliance of order dated 22.06.2026, the Applicant filed its Written Submission on 01.07.2026 vide Inward No. D-5277.

7. In compliance with the order dated 22.06.2026, the R-1/RP filed its Written Submission on 25.06.2026.

8. In compliance of order dated 22.06.2026, the R-2/CoC filed its Written Submission on 29.06.2026 vide Inward No. D-5275.

9. We have heard the Learned Counsel appearing for the Applicant, the Resolution Professional of the Corporate Debtor and the Learned Counsel appearing on behalf of the Committee of Creditors. We have also perused the pleadings, documents placed on record and the previous orders passed by this Adjudicating Authority.

10. The Applicant (WWIIPL) is the wholly owned subsidiary of WWIL, the Respondent. The Applicant created power evacuation infrastructure (facility) used by the customers of WWIL. A copy of the facility use agreement dated 28.12.2007 along with amendments is available on pages 170 to 271 of the Application. Facility Use Agreement of 28.12.2007 between then corresponding parties (Enercon India Limited and Enercon (India) Infrastructure Private

Limited) provide for use, operate and maintenance of facility by EIL and EIIPL handed over the facility to EIL. EIL was to operate and maintain the facility and pay charges. Another facility use agreement was entered into between parties on 27.12.2010. A supplemental facility use agreement was made on 02.09.2011. Later, a Master Facility Usage Agreement was entered into between parties on 07.03.2012. Finally, an amendment to Memorandum of Understanding-Master Facility Use Agreement and to Various Facility Use Agreement between Wind World (India) Limited and Wind World (India) Infrastructure Private Limited was entered into on 05.08.2016. The last Agreement provided that WWIIPL shall charge and WWIL will pay a lump sum amount of Rs 2 crores per month plus service tax to WWIIPL as usage charges starting from July 2016 onwards. It has been submitted that no agreement between parties is entered into after this agreement.

11. It is also submitted that WWIL stopped paying charges from April 2018 due a decision of the CoC after initiation of CIRP in case of WWIL.

12. It is also submitted that though MOU of 05.08.2016 required the WWIIPL to charge (shall charge) but no invoices are raised by WWIIPL to WWIL for facility usage charges and it was only after the CIRP had commenced in case of WWIIPL that the RP raised invoices in 2025 for the earlier period also.

13. It is pertinent to note that this Adjudicating Authority, while deciding I.A. No. 1826 of 2024 vide order dated 18.02.2026, has held that the Facility Usage Charges payable by Wind World (India) Limited ("WWIL") to Wind World (India) Infrastructure Private Limited ("WWIIPL") during the Corporate Insolvency Resolution Process constitute Insolvency Resolution Process Costs within the meaning of Section 5(13) of the Insolvency and Bankruptcy Code, 2016 and are required to be dealt with in accordance with Sections 30(2)(a) and 53(1)(a) of the Code. However, the issues relating to reconciliation of accounts, quantification of the amount payable, adjustment/set-off and verification of the competing claims were to be examined in accordance with law during the CIRP of WWIIPL, with liberty to the parties to seek appropriate adjudication before the competent forum. No party has provided any information on the quantification of amounts and accounts reconciliation. The pleadings show that this has not been done.

14. The principal grievance of the Applicant in the present application is that although Respondent No.1 has itself proceeded on the basis of Facility Usage Charges of approximately Rs.180 Crores while seeking adjustment/set-off in its claim before the Resolution Professional of WWIIPL, the Resolution Plan presently under consideration does not adequately safeguard or earmark the said amount towards CIRP Costs. The Applicant has, therefore, sought directions for securing the said amount pending final adjudication.

15. On the other hand, Respondent No.1 and the Committee of Creditors have contended that the liability itself has not attained finality, that reconciliation of accounts and adjudication of the rival claims are pending before the Resolution Professional of WWIIPL and, if required, before the National Company Law Tribunal, Mumbai Bench. It has also been argued that no amount can presently be directed to be paid without such determination.

16. It has been claimed that RP of WWIL filed claims in Form B on 21.11.2025 before RP of WWIIPL and these claims are rejected due to non-submission of supporting documents. Having considered the facts of the case and rival submissions, this Adjudicating Authority is of the considered opinion that the controversy regarding the claims filed by the RP of WWIL in the CIRP of WWIIPL and subsequent rejection thereof is admittedly pending consideration before the competent forum in the CIRP of WWIIPL. Therefore, this Bench refrains from recording any finding on the liability of either party, lest it prejudices the proceedings pending before the National Company Law Tribunal, Mumbai Bench.

17. The Respondent has submitted that a MOU dated 02.08.2010 between WWIL and WWIIPL provides for financial assistance by WWIL to WWIIPL and as per WWIIPL books of account an advance of Rs 167 crores was provided.

The facility usage charges were not being paid in cash but were adjusted from the advances through journal entries. Pages 334 to 351 of the Application is a copy of the ledger of WWIIPL in the books of account of WWIL for the period 21.09.2017 to 31.03.2025. The ledger shows (for example page 336) that monthly usage charges were provided in the account along with other entries and ledger account was prepared accordingly.

18. After commencement of the CIRP on 20.02.2018 in the case of WWIL, no invoices for facility usage charges were raised by WWIIPL on WWIL. The CoC of the WWIL also did not allow payment of Rs 2 crore as was agreed in the MOU of 05.08.2016. The RP of the WWIIPL raised the invoices for the facility usage charges during the period April 2018 to 6th October 2025 after the CIRP was started in the case of WWIIPL.

19. The Resolution Professional of WWIL has submitted that in the absence of the invoices received from the WWIIPL and CoC decision of no-payment, the Resolution Professional kept making provision in the books of account of WWIL under the head, "Provision for outstanding expenses-WWIIPL" though it was not paid.

20. Pages 502 to 516 of the present IA is a copy of claim form in Form B (Proof of Claim by Operational Creditors Except Workmen and Employees) dated 21.11.2025 sent by RP of WWIL to the RP of WWIIPL after the initiation of CIRP in the case of WWIIPL. As Sr. No. 4, a total amount of claim of Rs 1,13,32,19,049 (inclusive of interest) after setting off of substation usage charges was made. Details given in Annexure-1. Item No.5 notes that an advance of Rs 167 crores was made at an interest rate of 9.5% per annum. Item No.8 states that substation usage charges of Rs 180,45,16,129 is set off in the claimed amount mentioned in Sr. No.4 of the Form. This Form filed along with the IA by the Applicant does not contain Annexure-1. However, the same appears on page 36 and is extracted below:

Annexure I

IIPL Claim working
Balance as on 7th October 2025

Particulars	Amount in INR crore
Advances provided	167
Interest charged @9.5% on advances (net of substation usage charges)	126
Subtotal (A)	294
Substation usage charges (B)	180
Total (A-B)	113

21. The above claim Form was filed after the CIRP commenced in the case of WWIIPL.

22. The above table shows that receivables were of Rs 294 crores. A set off of Rs 180 crores, as substation usage charges payable, was claimed as deduction resulting in a claim of Rs 113 crores as an operational creditor.

23. It has been submitted that the above claim was rejected by the RP of WWIIPL (Applicant) for the reason of not substantiating the claims with documentary evidence and the rejection is challenged before the NCLT, Mumbai Bench by the RP of WWIL and the matter is sub judice.

24. This Adjudicating Authority has held that the Facility Usage Charges, to the extent found payable, take the character of CIRP Costs and are entitled to statutory priority under the Insolvency and Bankruptcy Code, 2016. However, the amount of sub-station usage charges payable has not been determined. The RP of WWIL made a set off of Rs 180 crores based on the provision made in the accounts and for which no invoices were raised by the WWIIPL. The ledger accounts and submission of the RP of WWIL that facility usage charged were set off against the advances made by WWIL is not disputed by the RP of WWIIPL.

25. During the hearing of the case, the Ld. Senior Counsel has drawn our attention to the Affidavit filed by the CoC of WWIL (Respondent No.2) on 16.06.2026 and the relevant portion of the same is extracted below: -

D. The Resolution Plan Adequately Provides for the Outcome of Pending Proceedings

63. The Applicant's contention that the Resolution Plan does not earmark / provide for the eventuality of the decision of the NCLT Mumbai is wholly unsubstantiated and contrary to the record. Clause 6.1. of the Resolution Plan clearly stipulates that all unpaid CIRP costs shall be paid in priority, either from the cash flows of WWIL or by appropriate adjustment from financial creditors' payments.

64. The relevant portion with respect to payment of CIRP cost is set out in clause 6.1.1 and clause 6.1.2 which is set out below:-

> *6.1.1 Basis the information shared by the Resolution Professional, the Resolution Applicant understands that presently the CIRP Costs are being met from the cash of the Company. Any CIRP Costs that remain unpaid as of the NCLT Approval Date ("**Unpaid CIRP Costs**") shall be paid from the cash of the Company in priority to payments to any Creditors by the Resolution Applicant, towards final payment of the insolvency resolution process costs payable under Section 30(2)(a) of the Code.*

6.1.2 *__In the event the cash is not sufficient to pay the Unpaid CIRP Costs, such excess CIRP Costs shall be deducted from the Financial Creditors' Payment, without any addition to the Upfront Payment or Total Outlay__. It is clarified that nothing contained in this sub-section shall result in change in the amount of Total Outlay or the obligations of the Resolution Applicant, as provided herein. It is further clarified that unless fully discharge on the NCLT Approval Date, the Unpaid CIRP Cost will be only paid on the Implementation Date and not prior to the Implementation Date, unless such Unpaid CIRP Cost is due and payable and is paid from the cash of the Company in the ordinary course of business."*

26. The Ld. Sr Counsel for the RP of WWIL also brough our attention to the decision of the CoC (59th meeting) on the matter, which is also a part of the Affidavit filed by the CoC and the same is extracted below: -

59th CoC meeting dated June 15, 2026

100. Without prejudice to the above, the Respondent No. 2 apprises this Hon'ble Tribunal that the lead CoC member, ISARC, during the 59th CoC Meeting held on June 15, 2026, proposed that "*in the event any amount towards the alleged unpaid CIRP Costs claimed by the Resolution Professional of WWIIPL, presently pending adjudication before the Hon'ble NCLT, Mumbai Bench in I.A. No. 2050 of 2026, is finally adjudicated and held payable and such adjudication has attained finality in accordance with Law, the members of the CoC shall refund and make available, from and out of the amounts distributed to and received by them under the approved Resolution Plan of Inox Neo Energies Limited (as Lead Member) and Authum Investment & Infrastructure Limited (Resolution Plan), such amounts in proportion to their respective distributions under the Resolution Plan, so as to ensure payment in full of such CIRP Costs*". A copy of the minutes of the 59th CoC meeting along with the proposed voting agenda is annexed hereto as **Annexure "A"**.

27. Since the disputes regarding rejection of the claim by the RP of WWIIPL is sub judice before the Hon'ble NCLT, Bench

Mumbai, we do not express any opinion on the issue of claims and set off.

28. We are of the opinion that the issues of advances made, facility usage charges, set off etc. has still not attained finality. The claims of set off (of facility usage charges) made in the Form B by the RP of WWIL was based on the provisions made in the account, as no invoices were received by then, and entire claim has been rejected by the Applicant and the matter is sub-judice before the Hon'ble Mumbai Bench. We refer to the decision of the CoC of WWIL made in the 59th meeting which refers to the refund of the money of CIRP costs if the amount is finally determined as payable. We are of the view that such an undertaking becomes part of the approved resolution plan, if any, and will be binding on the CoC under section 31 of the Code. It is also an admitted position that the revised Resolution Plan has already been approved by the Committee of Creditors and stands filed before this Adjudicating Authority for approval under Section 30(6) of the Insolvency and Bankruptcy Code, 2016.

29. In these facts and circumstances, this Adjudicating Authority is of the considered view that as the CoC in its 59th meeting has undertaken to refund the money corresponding to the CIRP costs, if finally determined as payable. We are of the view that the undertaking of the CoC and the reference in the Resolution Plan sufficiently protects the interest of the Applicant/WWIIPL and no separate direction as prayed by the Applicant is required.

30. Accordingly, the **I.A. No. 930(AHM) of 2026** stands **disposed of** in the aforesaid terms. No order as to costs.

-Sd-

SANJEEV SHARMA
MEMBER (TECHNICAL)

-Sd-

SHAMMI KHAN
MEMBER (JUDICIAL)

Jeel Pathak/LRA